

Oakhurst Community Association Rules & Regulations

Adopted April 23, 2001

Amended September 16, 2002

Proposed Amendments July 24, 2007

***Revisions Pending**

Preface

These Rules & Regulations have been adopted with the intent of providing the residents of Oakhurst Community Association with a practical plan for day to day living. Its goal is to maintain our community as a first-class association and to provide residents with common sense guidelines for living together as neighbors. A successful Association is a community of owners who exhibit a pride of home ownership and share a common vision as to what constitutes a desirable neighborhood.

Membership in the Oakhurst Community Association runs with the property. Each buyer of property within Oakhurst is bound by the governing documents of the Association that include the Declarations (CC&R), By-Laws, Rules & Regulations and Architectural Guidelines.

Homeowners who oppose a particular rule or regulation are asked to keep the following points in mind:

Living in an Association means one must adhere to certain Rules and Regulations due to the necessity for architectural conformity and the demands of the Declaration and By-Laws, which exist for the benefit of our community and helps to maintain our property values.

You have the right to petition the community to change a regulation if you feel that a particular regulation no longer applies or is unduly restrictive of the majority.

If you are found in violation and are fined, remember this action is taken because the majority of homeowners in Oakhurst consider it to be just and proper.

Effective Rules & Regulations requires the cooperation of all residents of the Association. The best approach to resolving a difference with a neighbor is to talk to your neighbor directly.

However, should this not resolve the problem, an official complaint can be filed with the Property Manager. Each resident's cooperation and participation is encouraged. This is your Association and these are your rules.

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SECTION I – INTRODUCTION

1.1 The following Rules & Regulations flow from and supplement provisions found in the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Oakhurst Community Association and the Second Amended By-Laws of Oakhurst Community Association. It is not the intent of these Regulations to be a substitute for the Declaration and By-Laws.

1.2 To the extent that the provisions of applicable law (federal, state or local), the Declaration, By-Laws or the Rules & Regulations are in conflict, the provisions of applicable law shall first control followed by the provisions of the Declarations, the By-Laws and the Rules & Regulations, in that order.

1.3 Residents of Abington Woods, Autumn Lakes, Country Homes, Heather Glen, and The Townes are also subject to the provisions of the governing documents of their respective Sub-association. The more restrictive provision of any conflict between the provisions of the Sub-association and the Oakhurst Community Master Association shall prevail.

1.4 These Rules & Regulations are binding on all Unit Owners, Residents, their Families and Guests. The Unit Owner is responsible for communicating the Rules & Regulations to occupants and guests and will be liable for fines incurred and/or damages caused by occupants and guests.

1.5 The provisions of these Rules & Regulations can only be amended by vote of the Board of Directors in open meeting following notice to the community of a pending change and allowing for a minimum of 30 days for public comment.

SECTION II – DEFINITIONS

2.1 Association Refers to Oakhurst Community Association. The use of the term “association” in lower case refers to any condominium association or other owners association having jurisdiction over any part of the Properties.

2.2 Assessments The amount due from each owner to fund Common Expenses.

2.3 By-Laws Contains regulations for the administration and management of the Association. It is recorded along with the CC&Rs with DuPage County against all properties within Oakhurst.

2.4 CC&Rs Abbreviation which refers to the Declaration of Covenants, Conditions, and Restrictions that has been recorded with DuPage County against all properties within Oakhurst. The legal document that creates the plan for the Association, provides for restriction of owner's rights, deed covenants/restrictions. It sets up the owners/association relationship and binds property owners both present and future.

2.5 Common Area Includes the berms surrounding the properties, the corners where entrance signs are located, certain open areas within the properties, the retention ponds and Oakhurst Community Park.

2.6 Declaration Abbreviation for the Declaration of Covenants, Conditions, and Restrictions. See [CC&Rs](#).

2.7 Property Manager A professional hired by the Association to manage the day-to-day affairs of the Association.

2.8 Properties All real property, common and private, within the Oakhurst Community Association as defined in the CC&Rs.

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3.1 Air Conditioning Units

No window air conditioning units are permitted to be installed on any unit. [\(CC&R, XII, Section 17\)](#)

3.2 Antennas

No exterior antennas, aerials or other apparatus (except as expressly permitted by FCC regulation) for the transmission of television, radio or other signals of any kind are allowed. Where such installation is expressly permitted by FCC regulations, the installation may not encroach on common areas. [\(CC&R, XII, Section 7\)](#) *See also Satellite Dishes 3.19.*

3.3 Basketball Hoops

Basketball hoops shall be permanent or removable sleeve types. Garage mounting type standards and portable standards are prohibited. The installation of Permanent and Removable Sleeved Standards is subject to the requirements of the Architectural Guidelines.

3.4 Clotheslines

Must be located or screened so as not to be visible from view of neighboring units, streets, and property located adjacent to the unit. [\(CC&R, XII, Section 8\)](#)

3.5 Common Areas and Screen Planting Easements

No item may be installed or encroach on common areas and screen planting easement without the express written permission of the Board of Directors. This includes without limitation, signs, decks, fences, landscaping, lawn decorations and walkways. Personal items such as play equipment and lawn chairs may not be stored or left overnight on any common area or screen planting easement.

3.6 Contractor Working Hours

Residents who employ contractors to perform services shall not allow the performance of such services weekdays before 7:00 a.m. and weekends before 9:00 a.m. All such contract services must terminate each evening no later than dusk. Contract services include, but are not limited to, general construction activities, lawn maintenance and automobile repairs. Services such as snow plowing, snow removal, emergency repairs to your home and new home construction are excluded. Contractor trucks, trailers and all other equipment or materials must be removed from streets each evening.

3.7 Garage Sales

Residents must comply with the City of Aurora rules regarding Garage Sales and the Oakhurst Sign regulations contained in Section 3.21. Residents are encouraged to take advantage of a community wide garage sale usually held during the month of May.

3.8 Garbage

All rubbish, trash, and garbage shall be regularly removed from the properties and shall not be allowed to accumulate thereon. Between scheduled pick-ups, garbage cans, recycle bins, regular landscape waste and other similar items should be stored in your garage or in an area

screened from view of neighboring units, streets, and property located adjacent to the unit. Seasonal tree and bush trimmings too large for landscape waste bags may be stored no longer than seven days in the rear only of your unit. Sealed garbage bags, hard containers, recycle bins and/or seasonal tree and bush trimmings may be placed outside for collection no earlier than 4:00 pm the night before collection day. Containers are to be removed from the street by 7:00 pm the day of collection.

Please check the Code of Ordinance City of Aurora, Chapter 20 "Garbage and Trash", for the current regulations regarding refuse collection. Highlights of the regulations in effect at the time of publication are as follows:

1. Each container for garbage shall be constructed of metal, or durable plastic, or an approved equal, and shall have two (2) handles and a tight-fitting cover sufficient to make it watertight, fly-proof, odor-proof, and prevent entry by rodents or other animals. Such containers shall not exceed thirty-two (32) gallons in capacity nor weigh more than sixty (60) pounds when filled.
2. Plastic bags of sufficient strength to prevent tearing by animals or by the weight of the contents, and properly tied to make them fly-proof and odor-proof, may also be used. Such bags shall not exceed thirty-two (32) gallons in capacity nor weigh more than sixty (60) pounds when filled. Residents may also use thirteen (13) gallon, preprinted, city approved trash bags for garbage.
3. Containers suitable for garbage may also be used for the storage of combustible refuse, provided all weight and size limitations set forth in this section are adhered to.
4. Materials with sharp corners or edges shall not be stored in plastic bags or other containers which can be torn or cut by the contents.
5. If yard waste is to be collected by municipally contracted services, such waste shall be placed for collection in approved thirty-gallon "Kraft" paper bags. Such bags shall not weigh more than sixty (60) pounds when filled.

3.9 Guns

The discharge of firearms within the properties is prohibited. The term "firearms" includes "BB" guns, pellet guns, and other firearms of all types regardless of size. [*\(CC&R, XII, Section 10\)*](#)

3.10 Lighting & Holiday Decorations

All exterior lights must be approved in accordance with the Architectural Guidelines with the exception of seasonal holiday lights that are subject to the following restrictions

1. Holiday lights and decorations may be displayed from November 15th through January 31st but may not be illuminated after January 15th. The take down date may be extended at the sole discretion of the Board of Directors in response to weather conditions.
2. Lights and decorations for holidays falling outside the above dates may be displayed from 3 weeks prior to the holiday to one week after.

3.11 Noise

It shall be unlawful for any person within the Association to make, continue, or cause to be made or continued, any loud, unnecessary or unusual noise which either annoys, disturbs,

injures or endangers the comfort, repose, convenience, health, peace or safety of others, within the corporate limits of the Association.

3.12 Nuisance

No portion of the properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the properties. *(CC&R, XII, Section 5) See also 3.24 Unsightly or Unkempt.*

The front and side exterior of units may not be used for storage. Ladders, bags of fertilizer, lawnmowers & tools, garbage cans, etc., must be stored out of sight. Normal patio/deck items such as lawn furniture and BBQ grills are allowed in the rear yard. Firewood may be neatly stacked on the side or rear of the unit.

Compost centers should be screened from view and properly maintained so as not to emit foul odors.

3.13 Oakhurst Community Park

The grounds, pavilion, play area, volleyball courts, basketball court and tennis courts located in Oakhurst Community Park at the end of Oakhurst Drive are available to all residents on a first come basis provided the area has not been previously reserved for a special event. To reserve any of these areas for a special or structured event, submit a reservation form to the Property Manager. A \$50 refundable clean-up fee for events with more than 25 participants will be required. Reservation forms can be downloaded from the Association website www.oakhurstcommunity.org or obtained from the Property Manager. Use of all facilities furnished by the Association or erected within the properties shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof. Please clean up after yourself. This area closes at dusk.

Please note: The Oaks Recreational Club and Association, located within Oakhurst Community Park, is privately owned and operated. There is no connection between the Club and the Association. Information regarding the Oaks Recreational Club can be found at <http://www.oakhurstcommunity.org/oaksrec>.

3.14 On-Site Fuel Storage

No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Properties except that up to five (5) gallons of fuel may be stored on each Unit for emergency purposes and operation of lawn mowers and similar tools or equipment. *(CC&R, XII, Section 24)*

3.15 Parking

Unit Parking

Vehicles shall be parked only in the garages or in the driveways (without blocking the public sidewalk), if any, serving the Units or in appropriate spaces or designated areas in which parking may or may not be assigned. Vehicles displaying advertising placards or signage, commercial vehicles, tractors, trucks, vehicles higher than Class B, trailers, campers, camper trailers, boats and other watercraft, and boat trailers may only be parked in garages with the exception that recreational vehicles may be parked in your driveway for no more than 24 hours in preparation for use or for routine maintenance, with the restriction that the RV may not be parked outside for more than 12 days per year. In no case may recreational vehicles be used as living quarters within the Properties.

On Street Parking

The appropriate Sub-Association regulates parking on private streets within the Properties. Parking on streets that have been dedicated to the City of Aurora is subject to city ordinance and city enforcement. Refer to the Code of Ordinances City of Aurora for details on parking restrictions.

3.16 Pets

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the properties except dogs, cats, or other usual and common household pets. Refer to the Code of Ordinances City of Aurora, Chapter 9 "Animals", for pet requirements and restrictions. The City of Aurora ordinances regarding pets include the following: Each household is limited to four domestic animals, not to exceed two of any one species. Newborn animals that are not retained in accordance with the above shall be allowed to remain in the household up to two months from the date of birth. Every person who owns, keeps, or harbors a dog or cat is required by the City of Aurora to register for a license within thirty days and to have the dog or cat inoculated for rabies. License Tags shall be displayed or attached to the collar of the registered dog or cat at all times.

Pets which roam free, or in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the owners of other units or the owner of any portion of the properties shall be removed upon request of the Board after notice and opportunity for a hearing. If the owner fails to honor such request, the Board may remove the pet.

All pet owners must immediately clean up after their pets when walking on common and private grounds within Oakhurst. Owners who do not clean up after his/her pet will be fined according to the schedule listed in Section IV.

Outdoor dog runs, and kennels are not permitted within Oakhurst.

3.17 Ponds, Lakes And Detention Areas

All water elements on common areas within the Properties shall be aesthetic amenities only, and no other use, including without limitation fishing, swimming, boating, playing, or use of personal flotation devices, shall be permitted. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of any authorized or unauthorized use. (*CC&R, XII, Section 20*) They shall not be contaminated by anything other than water from the storm drains. Items such as garbage (of any type), grease, motor oil, etc. are prohibited

from being disposed of into the ponds. Homeowner installed ponds require Architectural Review Committee approval.

3.18 Tree Removal

No trees shall be removed except for diseased or dead trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved in accordance with the Architectural Guidelines. [\(CC&R, XII Section 14\)](#)

When trees are removed, the unit owner must remove the stump to below ground level and repair the landscaping with grass, sod, or another planting. [See also ARC Guidelines, Section II 2.5.](#)

3.19 Satellite Dishes

Per FCC guidelines, a “dish” antenna that is one meter (39.37”) or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite services may be installed on your exclusive use private property without prior approval of the Association. In no case may satellite dishes be installed on common property or common elements. Residents of multi-family units should check with their sub-association for guidance. To preserve the aesthetic look of our community, you are requested to observe the following preferred location guidelines

1. On the rear wall of the house at or below the top line of the tallest first floor windows but less than 10 ft above grade (measured from the top of the dish).
2. On a deck or patio located in the rear yard not more than 4 ft above the deck or patio floor, but less than 10 feet above grade measured from the top of the dish.
3. Freestanding in the rear yard not more than 4 ft above grade (measured from the top of the dish).
4. Higher on the rear wall of the house.
5. On the sidewall of the house as far to the rear as possible.

If you are unable to obtain a clear signal from these locations, the dish should be placed in a location as unobtrusive as possible. Locating the dish on the front of the house or the peak of the roof is strongly discouraged.

Only one dish per type of service from the same provider is allowed.

Dishes must be gray in color or painted to match the field color of the house.

3.20 Sidewalks

Public sidewalks in front of your residence should be kept in good repair. The City of Aurora sponsors a 50-50 program to help residents replace/repair damaged sidewalks. Please contact the City for more information.

3.21 Signs

No sign of any kind shall be erected within the properties without the written consent of the Board of Directors. [\(CC&R, XII, Section 1\)](#) Permanently installed decorative signs are subject to the Architectural Guidelines.

The following provisions constitute written consent for certain limited applications:

1. "For Sale," "For Rent" and/or "Brokerage" signs are limited to one standard type "Realtor" or commercially available "By Owner" sign per unit placed on the front lawn only. One standard or commercially available "Open House" directional sign may be placed on common property at the nearest entrance to the neighborhood the day of the open house only. Additional directional signs must have the consent of the appropriate property owner.
2. Special occasion signs such as Birthdays, Birth, etc. supplied by a sign rental company may be displayed for no longer than one week and may exceed standard size limitations. Political signs may be displayed on your private property only and are limited to one per issue or candidate and must be removed within 24 hours of the election. City of Aurora ordinances state that political signs must be less than six square feet in area and may not be placed on any public right of way including the area between the sidewalk and the street. Refer to the Code of Ordinance City of Aurora, Chapter 41 "Signs".
3. Garage Sale signs are limited to one per unit on your private property. One directional sign may be placed at the nearest entrance to the neighborhood. Additional directional signs must have the consent of the appropriate property owner. Garage Sale and directional signs are permitted the day of the event only. *See also Section 3.7.*

Please contact the Property Manager for permission to install any other type sign.

Hand lettered paper or cardboard signs are not allowed on common areas. Signs must be weather resistant and commercially made or computer generated. Signs can be no larger than 3 ft by 4 ft.

Signs, flags, banners or similar items advertising merchandise, business services, or providing directional information to activities/events outside of Oakhurst are expressly prohibited on both private property and common areas.

3.22 Sight Distance at Intersections

All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem. [*\(CC&R, XII, Section 15\)*](#)

3.23 Tents, Trailers, and Temporary Structures

No tent, utility shed, shack, trailer, or other structure of a temporary nature shall be placed upon a unit or any part of the properties. [*\(CC&R, XII, Section 12\)*](#)

3.24 Unsightly and Unkempt

It shall be the responsibility of each owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his/her unit. The pursuit of hobbies or other activities including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the properties. [*\(CC&R, XII, Section 6\)*](#) *See also 3.12 Nuisance.*

Lawns must be regularly maintained and be reasonably free of weeds. Trees and bushes must be trimmed of dead branches. Property must be regularly cleared of trash and debris. . Exterior of the dwelling must be kept in good repair -- no peeling paint or hanging screens or shutters.

When the Association declares a property unsightly, the unit owner will be sent a written notice that will give a reasonable length of time for the owner to bring the property up to standards. If the owner fails to bring the property up to standards, the Association may have the work performed and will bill the expense to the unit owner.

3.25 Vandalism

Any acts of vandalism to common areas should first be reported to the Aurora Police Department and then to the Property Manager so that the necessary repairs may be completed. Charges incurred to repair damages made by a Unit Owner, Tenant, Family Member and/or Guest will be billed to the Unit Owner.

3.26 Yard Decorations

No artificial vegetation shall be permitted on the exterior of any portion of the properties. Exterior sculptures, fountains, flags and similar items must be approved in accordance with the Architectural Guidelines. [*\(CC&R, XII, Section 18\)*](#)

3.27 Business Use

No trade or business may be conducted in or from any unit, except that an owner or occupant residing in a unit may conduct business activities within the unit so long as: (a) the existence or operations of the business activity is not apparent or detectable by sight, sound, or smell from outside the unit; (b) the business activity conforms to all zoning requirements for the properties; (c) the business activity does not involve persons coming onto the properties who do not reside in the properties or door-to-door solicitation of residents of the properties; and (d) the business activity is consistent with the residential character of the properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the properties, as may be determined in the sole discretion of the Board. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a unit shall not be considered a trade or business within the meaning of this section. This shall not prohibit the Association from leasing portions of the Oakhurst Community Facilities as provided in Article XVI of the Declaration. [*\(CC&R. XII, Section 23\)*](#)

3.28 Leasing

Leasing is defined as regular, exclusive occupancy of a unit by any person or persons other than

the owner for which the owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

Units may be leased only in their entirety. No transient tenants may be accommodated in a unit. All leases shall be in writing and shall be for an initial term of no less than 30 days, except with the prior written consent of the Board of Directors. Every lease shall contain the following provision: "THIS LEASE IS SUBJECT TO COMPLIANCE BY THE LESSOR AND THE LESSEE WITH ALL THE PROVISIONS OF THE DECLARATION, BY-LAWS, AND RULES AND REGULATIONS OF THE OAKHURST COMMUNITY ASSOCIATION. The unit owner shall give a copy of any lease, together with such additional information as may be required, to the Board or the Property Manager within 10 days of execution of the lease.

The owner must make available to the lessee copies of the Declaration, By-Laws, and the Rules and Regulations, and the lessee shall be subject to and shall comply with all the terms thereof. If a tenant violates any provision of the Declaration, By-Laws, or Rules & Regulations, the Board at its discretion shall determine what actions or actions should be taken against the Unit Owner and/or tenant, as the case may be. When the Board, in its discretion, determines that a violation or series of violations warrant termination of the lease, the Board may take whatever action or actions are necessary to terminate the lease.

All Unit Owners who do not reside in a unit owned by them shall provide the Board or the Property Manager with their permanent residence address and phone numbers where they can be reached in an emergency, both at home and at work. Any expenses incurred by the Association in locating a Unit Owner who fails to provide such information shall be assessed to the unit owner. Unless otherwise provided by law, any Unit Owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the unit and the Association shall not be liable for any loss, damage, injury or prejudice to the rights of any such unit owner caused by any delays in receiving notice resulting there from./p>

3.29 Snowmobiles, ATV's, Motorcycles and Other Motorized Vehicles

Operation of any motorized vehicle, including but not limited to Snowmobiles, ATV's and Motorcycles, is not permitted on any of the grassy common areas of Oakhurst including the fields at Oakhurst Community Park, along the landscaping berms or around the retention ponds. Further, please be advised that it is unlawful per Code of Ordinance City of Aurora, Chapter 27 "Motor Vehicles and Traffic", Sec. 27-130 and 27-129 for Snowmobiles and Off-road motor vehicles to be operated on the private property of another without the express written consent of the owner or lessee of the property; failure to post signs does not imply consent. In addition it is unlawful to operate these vehicles on public property, including, but not limited to, school grounds, park property, playgrounds, recreational areas and golf courses without express provision or permission to do so by the proper public authority. Nor may Snowmobiles be operated within the right-of-way of any public street within the city unless expressly authorized by the police chief during cases of emergency. No off-road motor vehicle shall be operated within the right-of-way of any public street unless the vehicle complies with all state laws relating to motor vehicles to be operated on streets and highways and the operator has a valid state driver's license.

SECTION IV - VIOLATIONS AND FINE POLICY

4.1 Unless the Board, through the Property Manager, is notified of rules infractions by homeowners that witness them, the rules cannot be enforced. While the Board does not serve as a police department or referee between disputing homeowners, each resident's cooperation and participation is encouraged.

4.2 Written Warnings & Violation Notices are issued by the Property Manager, or persons authorized by the Board to do so, to the party allegedly committing the violation or allowing his family members, tenants, guests, invitees or pets to commit a violation when one of the following occurs:

1. The Association receives a Witness Violation Complaint. A sample Complaint form is attached as Exhibit A to this publication or can be obtained from the Property Manager or downloaded from the Association website <http://www.oakhurstcommunity.org>.
2. The Association receives a letter of complaint which includes 1) the name, address and phone number of the complaining witness, 2) the owner's name and/or address where the alleged violating person resides, and 3) the specific details or description of the violation including date, time, and location where it was alleged to have occurred.
3. A Board Member or the Property Manager issues a witness statement based on his or her own observations.

4.3 Written Warnings

Written Warnings for the first offense of a particular rule will be sent by U.S. Postal Service certified mail to the owner of record within 10 business days of the alleged violation. The warning will include specifics of the alleged violation as well as steps that must be taken to rectify the situation and/or the consequences for subsequent violation of that rule. Request for a hearing to protest the written warning must be made within 10 business days after receipt of the Written Warning.

4.4 Notice of Violation (N.O.V.)

If subsequent violation complaints are received in regards to the same rule within one year of a previous complaint or if the steps outlined in the written warning to rectify the situation have not been taken, a Notice of Violation will be sent by U.S. Postal Service certified mail to the owner of record within 10 business days of the alleged violation or lack of compliance. The notice will include the specifics of the alleged violation along with the amount of fine to be imposed by default unless a hearing is requested within 10 business days after receipt of the Notice of Violation.

4.5 Hearings

Provided the N.O.V. recipient has properly requested a hearing, that person will be given a written notice informing him or her of a time and place where the Board of Directors or its duly authorized committee will conduct a hearing to review the complaint. At that time, the N.O.V. recipient will have the opportunity to defend him or herself. All hearings will proceed with or without the presence of the accused owner. The person signing the Witness Statement Alleging Violation must be present or the complaint will be dismissed and cannot be brought again for the same violation at the same time and place. The decision of the Board or its duly authorized

committee shall be rendered in writing within 5 days after the hearing and such decision shall be binding upon all parties.

4.6 Penalties/Fines

A. RULES & REGULATIONS VIOLATIONS

1. 1st offense – Written Warning
2. 2nd offense - \$25 fine
3. 3rd offense - \$50 fine
4. 4th offense - \$75 fine
5. Subsequent offenses - \$150 weekly cash fine
6. Legal action and/or forcible entry and detainer (eviction) for units with unpaid accounts of \$300 or more.

B. ARCHITECTURAL GUIDELINES VIOLATIONS

1. Failure to submit a required modification request - \$100 per occurrence or modification.
2. Failure to submit a required modification request within two weeks after being fined per step one - \$100 per month until the modification is submitted and approved.
3. Installations that are not in compliance with the Architectural Guidelines will result in a fine of \$100 per month until it is in compliance with an approved submittal.
4. Legal action and/or forcible entry and detainer (eviction) for units with unpaid accounts of \$300 or more.

C. COSTS

In the event of any violation of the Rules & Regulations, Architectural Guidelines, Declaration or By-Laws of the Association, the Board of Directors reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs and attorney's fees shall be assessed back to the account of the offending owner.

SECTION V – ASSESSMENTS

5.1 Assessments are billed annually. Payment is due upon receipt.

5.2 A late fee of \$10 will be added to accounts with unpaid assessments each 15th of the month following the due date. Late fees will only be levied on unpaid assessments; not fines or other charges that may be due and payable.

5.3 Accounts with balances of \$300 or more will be referred to legal counsel for collection as a matter of course. All attorney fees, filing fees, court fees or any other fees incurred in collection will be added to the account of the owner.

5.4 Pursuant to the Statutes of the State of Illinois, the Association is authorized to pursue forcible entry and detainer proceedings for delinquent assessments and other monies owed to the Association. These proceedings may result in the Resident's loss of possession of his/her unit.

5.5 Under appropriate circumstances, the Board shall have the authority to credit back any late charges, which may have been added to a Unit Owner's account.

5.6 Unit Owners have the right to request a hearing of the Board to protest any charges added to their account within 30 days of the charge being added. Provided a hearing has been properly requested, the owner will be given a written notice informing him or her of a time and place where the Board of Directors will conduct a hearing to review the protest. All hearings will proceed with or without the presence of the owner. The decision of the Board shall be rendered in writing within 5 days after the hearing and such decision shall be final.

SECTION VI – TRANSFER OF OWNERSHIP

6.1 The Selling Owner must supply the New Owner with copies of the Declaration, By-Laws and Rules & Regulations of the Association so that they are aware of the provisions contained therein. Copies of these documents can be downloaded from the Association's website <http://www.oakhurstcommunity.org> or obtained from the Property Manager for a fee of \$10.

6.2 The Selling Owner must supply the Property Manager with the names and addresses of the New Owner, as well as a forwarding address and telephone number for themselves.

6.3 With 30 days notice and upon written documentation that paragraphs 6.1 and 6.2 have been complied with, the Selling Owner may request a closing statement setting forth the amount of any unpaid assessments and other charges due and owing from said Owner from the Property Manager. The Property Manager is authorized to collect a fee not to exceed \$50 for this service. *See Exhibit B.*

SECTION VII – PETITIONING FOR CHANGE

7.1 The Board of Directors has adopted these Rules & Regulations in the belief that they reflect the requirements of the CC&Rs and the will of the majority of residents. Requests for changes can be made in writing or in person through your Neighborhood Representative, the Property Manager, or directly to the Board. The Board on at least an annual basis will consider all requests for changes in good faith. Please remember that most of the requirements in the Rules & Regulations are simply restatements or clarifications of provisions in the CC&R and therefore may not be changed without amending the governing documents. Amendment of the CC&R requires an affirmative vote by Neighborhood Representatives representing 75% of the total Units in the Association.

7.2 Residents may also call for a Special Meeting of the Association to consider either a Rules & Regulation change or an Amendment to the CC&R by collecting signatures of at least 10% of the homeowners (only one signature per residence) in the Association on a petition that states the particular change(s) sought and presenting it to the President of the Board. At such a Special Meeting a Rule & Regulation can be overruled, cancelled or modified by a vote of the Neighborhood Representatives representing a majority of the total Units in the Association and

the CC&R can be amended by a vote of the Neighborhood Representatives representing 75% of the total Units in the Association.

[EXHIBIT A - WITNESS VIOLATION COMPLAINT FORM \(PDF file\)](#)

[EXHIBIT B - NOTIFICATION OF SALE FORM \(PDF file\)](#)

Adopted April 23, 2001

Amended September 16, 2002

Amended July 24, 2007